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- and -

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David G. Heiman (admitted *pro hac vice*)
Carl E. Black (admitted *pro hac vice*)

Attorneys for Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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	:	
In re:	:	Chapter 11
	:	
NII Holdings, Inc., <u>et al.</u> , ¹	:	Case No. 14-12611 (SCC)
	:	
Debtors.	:	(Jointly Administered)
	:	
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NOTICE OF FILING OF FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

¹ The Debtors in the jointly administered bankruptcy cases are comprised of the following fourteen entities (the last four digits of their respective U.S. taxpayer identification numbers follow in parentheses): NII Holdings, Inc. (1412); Nextel International (Services), Ltd. (6566); NII Capital Corp. (6843); NII Aviation, Inc. (6551); NII Funding Corp. (6265); NII Global Holdings, Inc. (1283); NII International Telecom S.C.A. (7498); NII International Holdings S.à r.l. (N/A); NII International Services S.à r.l. (6081); Airfone Holdings, LLC (1746); Nextel International (Uruguay), LLC (5939); McCaw International (Brazil), LLC (1850); NII Mercosur, LLC (4079); and NIU Holdings LLC (5902). The location of the Debtors' corporate headquarters and the Debtors' service address is: 1875 Explorer Street, Suite 800, Reston, VA 20190.

PLEASE TAKE NOTICE that on January 27, 2015, the above-captioned debtors filed the *Motion of Debtors and Debtors in Possession for (I) an Order (A) Approving Bidding Procedures for the Sale of NII Mexico, (B) Approving Bidder Protections and (C) Scheduling a Final Sale Hearing and Approving the Form and Manner of Notice Thereof; and (II) an Order (A) Authorizing the Sale of NII Mexico Free and Clear of Liens, Claims, Interests and Encumbrances, (B) Dismissing the Bankruptcy Case of Nextel International (Uruguay), LLC and (C) Granting Related Relief* [Docket No. 406], to which a certain Purchase and Sale Agreement was attached as Exhibit G (the "Purchase Agreement").

PLEASE TAKE FURTHER NOTICE that on February 17, 2015, the Court entered an *Order (A) Authorizing and Approving the Bidding Procedures, Break-Up Fee and Expense Reimbursement, (B) Authorizing and Approving the Debtors' Entry into the Stalking Horse Purchase Agreement, (C) Approving the Notice Procedures, and (D) Scheduling a Sale Hearing* [Docket No. 472].

PLEASE TAKE FURTHER NOTICE that the parties to the Purchase Agreement have entered into that certain First Amendment to Purchase and Sale Agreement, a copy of which is attached hereto as Exhibit A.

Dated: March 10, 2015
New York, New York

Respectfully submitted,

/s/ Scott J. Greenberg

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Lisa Laukitis

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ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

EXHIBIT A

First Amendment to Purchase and Sale Agreement

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO THE PURCHASE AND SALE AGREEMENT (this “Amendment”), dated as of February 18, 2015, is made by and among New Cingular Wireless Services, Inc., a Delaware corporation, NIHD TELECOM HOLDINGS B.V., a private company with limited liability existing under the Laws of the Netherlands, NIU Holdings LLC, a limited liability company existing under the Laws of Delaware, Nextel International (Uruguay) LLC, a limited liability company existing under the Laws of Delaware and the “Seller Guarantors” identified as such on the signature pages to the Purchase Agreement (collectively, the “Parties”).

WHEREAS, the Parties entered into that certain Purchase and Sale Agreement, dated as of January 26, 2015 (the “Purchase Agreement”); and

WHEREAS, the Parties desire to make certain amendments to the Purchase Agreement pursuant to and in accordance with Section 12.5(b) thereof.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and undertakings contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Unless otherwise defined herein, all capitalized terms used in this Amendment have the meanings given to them in the Purchase Agreement.

ARTICLE II

AMENDMENTS TO THE PURCHASE AGREEMENT

Section 2.01. The Purchase Agreement is hereby amended by (a) deleting in its entirety the definition of “Company Approvals” set forth in Section 1.1 of the Purchase Agreement and (b) replacing each reference in the Purchase Agreement to “the Company Approvals” or “any Company Approvals” with a reference to “the Regulatory Approval”.

ARTICLE III

MISCELLANEOUS

Section 3.01. On and after the date of this Amendment, each reference in the Purchase Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import referring to the Purchase Agreement, and each reference in any Transaction Agreement or other instrument to the “Purchase and Sale Agreement,” “Purchase Agreement,” “thereunder,” “thereof” or words of like import referring to the Purchase Agreement, shall mean and be a reference to the Purchase Agreement as amended by this Amendment; *provided* that the phrase

“date hereof” or “date of this Agreement” or words of like import in the Purchase Agreement shall be deemed to refer to January 26, 2015 for all purposes of the Purchase Agreement.

Section 3.02. Except as specifically amended by the terms of this Amendment, the terms and conditions of the Purchase Agreement are and shall remain in full force and effect for all purposes.

Section 3.03. The provisions of Sections 12.2, 12.3, 12.4, 12.5(a), 12.6, 12.7, 12.8 and 12.12 of the Purchase Agreement shall apply to this Amendment as if set forth herein *mutatis mutandis*.

[Signature pages follow]

IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be executed by its officers thereunto duly authorized, as of the date first written above.

NEW CINGULAR WIRELESS SERVICES, INC.

By: 

Name: Rick L. Moore

Title: Senior Vice President, Corporate
Development

IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be executed by its officers thereunto duly authorized, as of the date first written above.

NIU HOLDINGS LLC

By: Shana C. Smith
Name: Shana C. Smith
Title: Manager

NIHD TELECOM HOLDINGS B.V.

By: Shana C. Smith
Name: Shana C. Smith
Title: Managing Director

NEXTEL INTERNATIONAL (URUGUAY) LLC

By: Shana C. Smith
Name: Shana C. Smith
Title: Manager

COMUNICACIONES NEXTEL DE MÉXICO S.A.
DE C.V.

By: _____
Name: Antonio Garza Canovas
Title: Vice President and General Counsel

NIU HOLDINGS LLC

By: _____
Name:
Title:

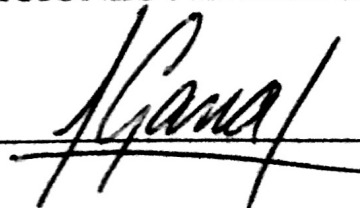
NIHD TELECOM HOLDINGS B.V.

By: _____
Name:
Title:

NEXTEL INTERNATIONAL (URUGUAY) LLC

By: _____
Name:
Title:

**COMUNICACIONES NEXTEL DE MÉXICO S.A.
DE C.V.**

By: _____
Name: 
Title:

**NII INTERNATIONAL TELECOM S.C.A.,
Represented by its Sole Manager, NII International**

[Signature page to the First Amendment to the Purchase Agreement]

NII INTERNATIONAL TELECOM S.C.A.,
Represented by its Sole Manager, NII International
Holdings S.à r.l.

By: Shana C. Smith
Name: Shana C. Smith
Title: Class B Manager

NII INTERNATIONAL HOLDINGS S.À R.L.

By: Shana C. Smith
Name: Shana C. Smith
Title: Class B Manager

NII GLOBAL HOLDINGS, INC.

By: Gary D. Begeman
Name: Gary D. Begeman
Title: Vice President and Secretary

NII CAPITAL CORP.

By: Gary D. Begeman
Name: Gary D. Begeman
Title: Vice President and Secretary

NII HOLDINGS, INC.

By: Gary D. Begeman
Name: Gary D. Begeman
Title: Executive Vice President and General Counsel